

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

INSTRUCTIONS:

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
14-CA-238775	April 2, 2019

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer McDonalds		b. Tel. No. (b) (6), (b) (7)(C)
		c. Cell No.
d. Address (street, city, state ZIP code) 2200 Vernon St., North Kansas City, MO 64116	e. Employer Representative (b) (6), (b) (7)(C)	f. Fax No.
		g. e-Mail
		h. Dispute Location (City and State) Kansas City, MO
i. Type of Establishment (factory, nursing home, hotel) Restaurant	j. Principal Product or Service Fast food	k. Number of workers at dispute location 60

1. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

Since about (b) (6), (b) (7)(C) 3029, the Employer has interfered with, restrained, and coerced its employees in the exercise of rights protected by Section 7 of the Act by retaliating against (b) (6), (b) (7)(C) and negatively changing (b) (6) schedule so (b) (6) can't work because (b) (6) engaged in protected concerted activity.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

(b) (6), (b) (7)(C)

4a. Address (street and number, city, state, and ZIP code)

(b) (6), (b) (7)(C)

4b. Tel. No.

(b) (6), (b) (7)(C)

4c. Cell No.

4d. Fax No.

4e. e-Mail

(b) (6), (b) (7)(C)

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in by labor organization)

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By: (b) (6), (b) (7)(C)

(sig (b) (6), (b) (7)(C) e)

Tel. No.

(b) (6), (b) (7)(C)

Office, if any, Cell No.

Fax No.

e-Mail

(b) (6), (b) (7)(C)

Address (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Date:

4-1-2019

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

(b) (6), (b) (7)(C)

Inquiry Id: (b) (6), (b) (7)(C)

Name: McDonalds

Dispute City: Kansas City

Dispute State: MO

Date: March 28, 2019

Manager changed schedule negatively after (b) (6) filed complained about (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C).

Address Line 1: (b) (6), (b) (7)(C)

Address Line 2:
City: (b) (6), (b) (7)(C)
State: (b) (6), (b) (7)(C)
Zip:

(b) (6), (b) (7)(C)
Country: UNITED STATES
Telephone #: (b) (6), (b) (7)(C)
Ext #:

Mobile Phone #:
Main Fax #:
Email: (b) (6), (b) (7)(C)



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

SUBREGION 17
8600 Farley St Ste 100
Overland Park, KS 66212-4677

Agency Website: www.nlrb.gov
Telephone: (913)967-3000
Fax: (913)967-3010

Agent's Direct Dial: (913)275-6521

March 28, 2019

(b) (6), (b) (7)(C)

Re: McDonalds
Inquiry (b) (6), (b) (7)(C)

Dear (b) (6), (b) (7)(C)

Pursuant to our conversation, enclosed is a Charge Against Employer form. If you wish to file this charge with us, please do the following:

- ✓ Make any necessary corrections on the form
- ✓ Fill in any incomplete spaces
- ✓ Sign and date the form where indicated at the bottom
- ✓ Return the form to the above address or fax number

You may also wish to keep a copy of the charge for yourself. Once we receive a signed charge from you, we will give it a case number and assign a Board agent to investigate the case. We will then send you a letter telling you the case number and the name of the investigator.

Please remember that to be timely, your charge must be filed and served on the charged party within six months of the alleged unlawful actions. We normally send a copy of the charge to the charged party, but if you are running close to the 6-month deadline, be advised that it is your responsibility to see that the Employer receives a copy of the charge within the 6-month period. Feel free to contact me if you have any questions or need further assistance. If I am not in, please ask to speak to the Information Officer.

Very truly yours,

LAUREN FLETCHER
Field Attorney

Enclosure



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

SUBREGION 17
8600 Farley St Ste 100
Overland Park, KS 66212-4677

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Telephone: (913)967-3000
Fax: (913)967-3010



Download
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April 2, 2019

(b) (6), (b) (7)(C)

McDonalds
2200 Vernon St.
North Kansas City, MO 64116

Re: McDonalds
Case 14-CA-238775

Dear (b) (6), (b) (7)(C):

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Attorney WILLIAM LEMASTER (William.LeMaster@nlrb.gov), whose telephone number is (913)275-6524. If this Board agent is not available, you may contact Supervisory Field Attorney SUSAN A. WADE-WILHOIT whose telephone number is (913)275-6527.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, www.nlr.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent, and providing all relevant documentary evidence requested by the Board agent. Sending us your written account of the facts and a statement of your position is not enough to be considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

In addition, either you or your representative must complete the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

We will not honor any request to place limitations on our use of position statements or evidence beyond those prescribed by the Freedom of Information Act and the Federal Records Act. Thus, we will not honor any claim of confidentiality except as provided by Exemption 4 of FOIA, 5 U.S.C. Sec. 552(b)(4), and any material you submit may be introduced as evidence at any hearing before an administrative law judge. We are also required by the Federal Records Act to keep copies of documents gathered in our investigation for some years after a case closes. Further, the Freedom of Information Act may require that we disclose such records in closed cases upon request, unless there is an applicable exemption. Examples of those exemptions are those that protect confidential financial information or personal privacy interests.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

Prohibition on Recording Affidavit Interviews: It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

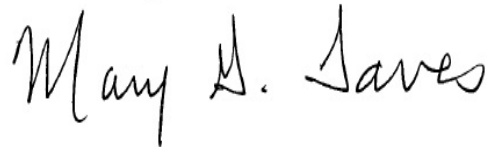
Procedures: We strongly urge everyone to submit all documents and other materials by E-Filing (not e-mailing) through our website, www.nlrb.gov. However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge. The Agency requests all evidence submitted electronically to be in the form it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format). If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlrb.gov or from an NLRB office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

LEONARD J. PEREZ
Regional Director

A handwritten signature in black ink that reads "Mary G. Taves". The signature is written in a cursive, flowing style.

By:

MARY G. TAVES
Officer in Charge

LJP:rml
Enclosures

QUESTIONNAIRE ON COMMERCE INFORMATION

Please read carefully, answer all applicable items, and return to the NLRB Office. If additional space is required, please add a page and identify item number.

CASE NAME

CASE NUMBER

14-CA-238775

1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)**2. TYPE OF ENTITY**☐ CORPORATION ☐ LLC ☐ LLP ☐ PARTNERSHIP ☐ SOLE PROPRIETORSHIP ☐ OTHER (Specify)**3. IF A CORPORATION or LLC**A. STATE OF INCORPORATION
OR FORMATION

B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES

4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS**5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR****6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS (Products handled or manufactured, or nature of services performed).****7. A. PRINCIPAL LOCATION:****B. BRANCH LOCATIONS:****8. NUMBER OF PEOPLE PRESENTLY EMPLOYED**

A. Total:

B. At the address involved in this matter:

9. DURING THE MOST RECENT (Check appropriate box): ☐ CALENDAR YR ☐ 12 MONTHS or ☐ FISCAL YR (FY dates)

YES NO

A. Did you **provide services** valued in excess of \$50,000 directly to customers outside your State? If no, indicate actual value.
\$B. If you answered no to 9A, did you **provide services** valued in excess of \$50,000 to customers in your State who purchased goods valued in excess of \$50,000 from directly outside your State? If no, indicate the value of any such services you provided.
\$C. If you answered no to 9A and 9B, did you **provide services** valued in excess of \$50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than \$50,000, indicate amount. \$D. Did you **sell goods** valued in excess of \$50,000 directly to customers located outside your State? If less than \$50,000, indicate amount. \$E. If you answered no to 9D, did you **sell goods** valued in excess of \$50,000 directly to customers located inside your State who purchased other goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount.
\$F. Did you **purchase and receive goods** valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$G. Did you **purchase and receive goods** valued in excess of \$50,000 from enterprises who received the goods directly from points outside your State? If less than \$50,000, indicate amount. \$H. **Gross Revenues** from all sales or performance of services (Check the largest amount)
☐ \$100,000 ☐ \$250,000 ☐ \$500,000 ☐ \$1,000,000 or more If less than \$100,000, indicate amount.I. Did you **begin operations within the last 12 months**? If yes, specify date: _____**10. ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYER GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?**☐ YES ☐ NO (If yes, name and address of association or group).**11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS**

NAME

TITLE

E-MAIL ADDRESS

TEL. NUMBER

12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE

NAME AND TITLE (Type or Print)

SIGNATURE

E-MAIL ADDRESS

DATE

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary. However, failure to supply the information may cause the NLRB to refuse to process any further a representation or unfair labor practice case, or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

MCDONALDS

Charged Party

and

(b) (6), (b) (7)(C)

Charging Party

Case 14-CA-238775

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on April 2, 2019, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

(b) (6), (b) (7)(C)

McDonalds
2200 Vernon St.
North Kansas City, MO 64116

April 2, 2019

Date

Regina Lewis, Designated Agent of NLRB

Name

/s/ *Regina Lewis*

Signature



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

SUBREGION 17
8600 Farley St Ste 100
Overland Park, KS 66212-4677

Agency Website: www.nlrb.gov
Telephone: (913)967-3000
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April 2, 2019

(b) (6), (b) (7)(C)

Re: McDonalds
Case 14-CA-238775

Dear (b) (6), (b) (7)(C)

The charge that you filed in this case on April 01, 2019 has been docketed as case number 14-CA-238775. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Attorney WILLIAM LEMASTER (William.LeMaster@nlrb.gov), whose telephone number is (913)275-6524. If this Board agent is not available, you may contact Supervisory Field Attorney SUSAN A. WADE-WILHOIT whose telephone number is (913)275-6527.

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Presentation of Your Evidence: As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. Because we seek to resolve labor disputes promptly, you should be ready to promptly present your affidavit(s) and other evidence. If you have not yet scheduled a date and time for the Board agent to take your affidavit, please contact the Board agent to schedule the affidavit(s). If you fail to cooperate in promptly presenting your evidence, your charge may be dismissed without investigation.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to

take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

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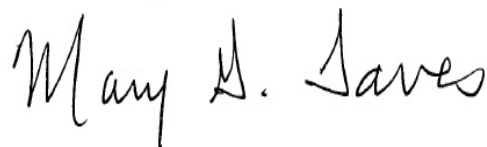
Procedures: We strongly urge everyone to submit all documents and other materials by E-Filing (not e-mailing) through our website, www.nlrb.gov. However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge. The Agency requests all evidence submitted electronically to be in the form it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format). If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge.

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We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

LEONARD J. PEREZ
Regional Director



By:

MARY G. TAVES
Officer in Charge

LJP:rml
Enclosure

From: [LeMaster, William](#)
To: [LeMaster, William](#)
Date: Friday, April 12, 2019 11:05:08 AM
Attachments: [image001.png](#)
[image002.png](#)



William F LeMaster
Field Attorney
National Labor Relations Board
Subregion 17
8600 Farley Street
Suite 100
Overland Park Kansas 66212
D: (913)275-6524
F: (913)967-3010

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD**FIRST AMENDED CHARGE AGAINST EMPLOYER****INSTRUCTIONS:****DO NOT WRITE IN THIS SPACE**

Case

Date Filed

14-CA-238775

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Bell's Management Co., Inc.		b. Tel. No. (b) (6), (b) (7)(C)
		c. Cell No.
d. Address (street, city, state ZIP code) 4824 NW Gateway Ave., Ste. 100 PO Box 9166 Riverside, MO 64168	e. Employer Representative (b) (6), (b) (7)(C)	f. Fax No.
		g. e-Mail
i. Type of Establishment (factory, nursing home, hotel) Restaurant	j. Principal Product or Service Fast food	
1. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.		
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) See Attachment.		

3. Full name of party filing charge (if labor organization, give full name, including local name and number) (b) (6), (b) (7)(C)	
4a. Address (street and number, city, state, and ZIP code) (b) (6), (b) (7)(C)	4b. Tel. No. (b) (6), (b) (7)(C)
	4c. Cell No.
	4d. Fax No.
	4e. e-Mail (b) (6), (b) (7)(C)
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)	
6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.	Tel. No. (b) (6), (b) (7)(C)
By: (signature of representative or person making charge)	Office, if any, Cell No.
(b) (6), (b) (7)(C) Print Name and Title	Fax No.
Address: (b) (6), (b) (7)(C) Date:	e-Mail (b) (6), (b) (7)(C)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)**PRIVACY ACT STATEMENT**

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Case 14-CA-238775
First Amended Charge
Attachment

2. Basis of the Charge

About (b) (6), (b) (7)(C) 2018, the Employer, by (b) (6), (b) (7)(C) made coercive statements to employees because employees engaged in protected, concerted activities, specifically addressing safety concerns related to (b) (6), (b) (7)(C).

About (b) (6), (b) (7)(C) 2018, the Employer, by (b) (6), (b) (7)(C) prohibited employees from engaging in protected, concerted activities with others by instructing employees to come to (b) (6), (b) (7)(C) first with their concerns.

About (b) (6), (b) (7)(C) 2018, the Employer issued discipline to (b) (6), (b) (7)(C) because (b) (6), (b) (7)(C) engaged in protected, concerted activities related to employees' terms and conditions of employment.

On dates between (b) (6), (b) (7)(C) 2018 and (b) (6), (b) (7)(C) 2019, the Employer sent (b) (6), (b) (7)(C) home early because (b) (6), (b) (7)(C) engaged in protected, concerted activities related to employees' terms and conditions of employment.

On dates between (b) (6), (b) (7)(C) 2018 and (b) (6), (b) (7)(C) 2019, the Employer reduced (b) (6), (b) (7)(C) hours because (b) (6), (b) (7)(C) engaged in protected, concerted activities related to employees' terms and conditions of employment.

About (b) (6), (b) (7)(C) 2019, the Employer issued discipline to (b) (6), (b) (7)(C) because (b) (6), (b) (7)(C) engaged in protected, concerted activities related to employees' terms and conditions of employment, specifically addressing (b) (6), (b) (7)(C) with the Employer.

Since about (b) (6), (b) (7)(C) 2019, the Employer changed the way it scheduled (b) (6), (b) (7)(C) because (b) (6), (b) (7)(C) engaged in protected, concerted activities related to employees' terms and conditions of employment, specifically addressing (b) (6), (b) (7)(C) with the Employer.

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD**FIRST AMENDED CHARGE AGAINST EMPLOYER****INSTRUCTIONS:**

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
14-CA-238775	April 18, 2019

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Bell's Management Co., Inc.		b. Tel. No. (b) (6), (b) (7)(C)
		c. Cell No.
d. Address (street, city, state ZIP code) 4824 NW Gateway Ave., Ste. 100 PO Box 9166 Riverside, MO 64168	e. Employer Representative (b) (6), (b) (7)(C)	f. Fax No.
		g. e-Mail
i. Type of Establishment (factory, nursing home, hotel) Restaurant	j. Principal Product or Service Fast food	
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.		
l. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) See Attachment.		

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

(b) (6), (b) (7)(C)

4a. Address (street and number, city, state, and ZIP code)

(b) (6), (b) (7)(C)

4b. Tel. No.

(b) (6), (b) (7)(C)

4c. Cell No.**4d. Fax No.****4e. e-Mail**

(b) (6), (b) (7)(C)

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)**6. DECLARATION**

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

Tel. No.

(b) (6), (b) (7)(C)

Office, if any, Cell No.**Fax No.****e-Mail**

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

ge)

Print Name and Title

Address: (b) (6), (b) (7)(C)

Date:

4-18-2019

(b) (6), (b) (7)(C)

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

Case 14-CA-238775
First Amended Charge
Attachment

2. Basis of the Charge

About (b) (6), (b) (7)(C) 2018, the Employer, by (b) (6), (b) (7)(C) made coercive statements to employees because employees engaged in protected, concerted activities, specifically addressing (b) (6), (b) (7)(C) related to (b) (6), (b) (7)(C)

About (b) (6), (b) (7)(C) 2018, the Employer, by (b) (6), (b) (7)(C) prohibited employees from engaging in protected, concerted activities with others by instructing employees to come to (b) (6), (b) (7)(C) first with their concerns.

About (b) (6), (b) (7)(C) 2018, the Employer issued discipline to (b) (6), (b) (7)(C) because (b) (6), (b) (7)(C) engaged in protected, concerted activities related to employees' terms and conditions of employment.

On dates between (b) (6), (b) (7)(C) 2018 and (b) (6), (b) (7)(C) 2019, the Employer sent (b) (6), (b) (7)(C) home early because (b) (6), (b) (7)(C) engaged in protected, concerted activities related to employees' terms and conditions of employment.

On dates between (b) (6), (b) (7)(C) 2018 and (b) (6), (b) (7)(C) 2019, the Employer reduced (b) (6), (b) (7)(C) hours because (b) (6), (b) (7)(C) engaged in protected, concerted activities related to employees' terms and conditions of employment.

About (b) (6), (b) (7)(C) 2019, the Employer issued discipline to (b) (6), (b) (7)(C) because (b) (6), (b) (7)(C) engaged in protected, concerted activities related to employees' terms and conditions of employment, specifically addressing (b) (6), (b) (7)(C) with the Employer.

Since about (b) (6), (b) (7)(C) 2019, the Employer changed the way it scheduled (b) (6), (b) (7)(C) because (b) (6), (b) (7)(C) engaged in protected, concerted activities related to employees' terms and conditions of employment, specifically addressing (b) (6), (b) (7)(C) with the Employer.

(b) (6), (b) (7)(C)

4-18-2019

RECEIVED
NLRB, REGION 17
2019 APR 18 AM 11:06
OVERLAND PARK, KS

From: [LeMaster, William](#)
To: ["Berner, Don"](#)
Subject: Bell's Management Co. Inc. 14-CA-238775
Date: Thursday, April 18, 2019 5:37:00 PM
Attachments: [CHG.14-CA-238775.Signed Amended Charge.pdf](#)
[image001.png](#)

Don –

The amended charge is attached. I'll be in touch regarding affidavits.

Thanks,

Bill



William F. LeMaster
Field Attorney
National Labor Relations Board
Subregion 17
8600 Farley Street
Suite 100
Overland Park, Kansas 66212
D: (913)275-6524
F: (913)967-3010



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

SUBREGION 17
8600 Farley St Ste 100
Overland Park, KS 66212-4677

Agency Website: www.nlrb.gov
Telephone: (913)967-3000
Fax: (913)967-3010



Download
NLRB
Mobile App

April 18, 2019

(b) (6), (b) (7)(C)

Bell's Management Co., Inc.
4824 NW Gateway Avenue, Suite 100
PO Box 9166
Riverside, MO 64168

Re: Bell's Management Co., Inc.
Case 14-CA-238775

Dear (b) (6), (b) (7)(C):

Enclosed is a copy of the first amended charge that has been filed in this case.

Investigator: This charge is being investigated by Field Attorney WILLIAM LEMASTER whose telephone number is (913)275-6524. If the agent is not available, you may contact Supervisory Field Attorney SUSAN A. WADE-WILHOIT whose telephone number is (913)275-6527.

Presentation of Your Evidence: As you know, we seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations in the first amended charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

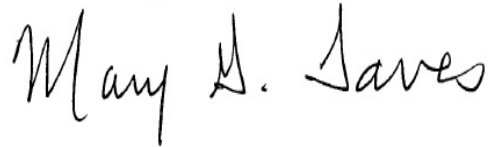
Prohibition on Recording Affidavit Interviews: It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

Procedures: Your right to representation, the means of presenting evidence, and a description of our procedures, including how to submit documents, was described in the letter sent to you with the original charge in this matter. If you have any questions, please contact the

Board agent. The Agency requests all evidence submitted electronically to be in the form it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format). If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge.

Very truly yours,

LEONARD J. PEREZ
Regional Director

A handwritten signature in black ink that reads "Mary G. Taves". The signature is written in a cursive, flowing style.

By:

MARY G. TAVES
Officer in Charge

LJP:kec

Enclosure: Copy of first amended charge

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

BELL'S MANAGEMENT CO., INC.

Charged Party

and

(b) (6), (b) (7)(C)

Charging Party

Case 14-CA-238775

AFFIDAVIT OF SERVICE OF FIRST AMENDED CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on April 18, 2019, I served the above-entitled document(s) by regular mail upon the following persons, addressed to them at the following addresses:

(b) (6), (b) (7)(C)

Bell's Management Co., Inc.
4824 NW Gateway Avenue, Suite 100
PO Box 9166
Riverside, MO 64168

April 18, 2019

Date

Karen Clemoens, Designated Agent of NLRB

Name

/s/ Karen Clemoens

Signature



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

SUBREGION 17
8600 Farley St Ste 100
Overland Park, KS 66212-4677

Agency Website: www.nlr.gov
Telephone: (913)967-3000
Fax: (913)967-3010



Download
NLRB
Mobile App

April 18, 2019

(b) (6), (b) (7)(C)

Re: Bell's Management Co., Inc.
Case 14-CA-238775

Dear (b) (6), (b) (7)(C)

We have docketed the first amended charge that you filed in this case.

Investigator: This charge is being investigated by Field Attorney WILLIAM LEMASTER whose telephone number is (913)275-6524. If the agent is not available, you may contact Supervisory Field Attorney SUSAN A. WADE-WILHOIT whose telephone number is (913)275-6527.

Presentation of Your Evidence: As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. If you have additional evidence regarding the allegations in the first amended charge and you have not yet scheduled a date and time for the Board agent to obtain that evidence, please contact the Board agent to arrange to present that evidence. If you fail to cooperate in promptly presenting your evidence, your charge may be dismissed.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

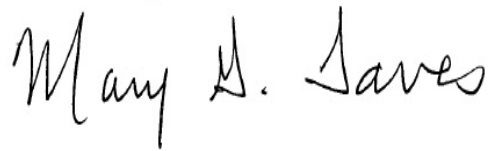
Prohibition on Recording Affidavit Interviews: It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

Procedures: Your right to representation, the means of presenting evidence, and a description of our procedures, including how to submit documents, was described in the letter sent to you with the original charge in this matter. If you have any questions, please contact the Board agent. The Agency requests all evidence submitted electronically to be in the form it is

normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format). If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge.

Very truly yours,

LEONARD J. PEREZ
Regional Director

A handwritten signature in black ink that reads "Mary G. Taves". The signature is written in a cursive, flowing style.

By:

MARY G. TAVES
Officer in Charge

From: (b) (6), (b) (7)(C)
To: [LeMaster, William](#)
Subject: Re: NLRB Charge
Date: Wednesday, May 1, 2019 7:40:55 AM
Attachments: [image001.png](#)

1. Continued cooperation on my scheduled hours in relationship to my first job.
2. A posting in the store acknowledging workers' federal rights to organize.
KEY LANGUAGE: "workers have a right to organize, discuss problems in the store, go on strike, and return to work without retaliation after striking."
3. Back pay for any of my lost hours due to retaliation from (b) (6), (b) (7)(C) and from going to (b) (6), (b) (7)(C) about (b) (6), (b) (7)(C) leaving (b) (6), (b) (7)(C).
4. Stop arbitrary retaliation against workers who are not management favorites. End favoritism.
5. All workers get reviews on time regardless of the situation with the GM.

On Fri, Apr 26, 2019, 10:17 AM LeMaster, William <William.LeMaster@nlrb.gov> wrote:

(b) (6), (b) (7)(C) —

I have left two voicemails for you. Please return my call at 913-275-6524. I want to talk to you about a pre-determination proposal. Thanks, Bill



William F. LeMaster
Field Attorney
National Labor Relations Board
Subregion 17
8600 Farley Street
Suite 100
Overland Park, Kansas 66212

D: (913)275-6524

F: (913)967-3010

From: [Berner, Don](#)
To: [LeMaster, William](#)
Subject: RE: Bell's Management Co. Inc. 14-CA-238775
Date: Friday, May 3, 2019 1:34:59 PM

We are good with the general proposal. We will want to do an agreement capturing the terms. We can talk on Monday when you are back in the office about getting that pulled together and getting things closed up.

From: LeMaster, William <William.LeMaster@nlrb.gov>
Sent: Friday, May 3, 2019 8:12 AM
To: Berner, Don <dberner@foulston.com>
Subject: RE: Bell's Management Co. Inc. 14-CA-238775

No problem. I will be traveling this afternoon but will have access to email later in the day. I remain hopeful. Thanks.

From: Berner, Don <dberner@foulston.com>
Sent: Friday, May 3, 2019 8:10 AM
To: LeMaster, William <William.LeMaster@nlrb.gov>
Subject: Re: Bell's Management Co. Inc. 14-CA-238775

I have a call at noon today and hope to be able to get that answered. It was the earliest I could get the client on the phone.

Sent from my iPhone

On May 3, 2019, at 6:43 AM, LeMaster, William <William.LeMaster@nlrb.gov> wrote:

Don – Shoot me an email response when you get a chance. I'll be out of pocket most of today but I am in and around almost all of next week. If it's looking like we won't get to a resolution, I would like to get moving next week with setting a new deadline for your response. Thanks. Bill

From: LeMaster, William
Sent: Wednesday, May 1, 2019 7:59 AM
To: Berner, Don <dberner@foulston.com>
Subject: Re: Bell's Management Co. Inc. 14-CA-238775

I understand.

Sent from my iPhone

On May 1, 2019, at 7:58 AM, Berner, Don <dberner@foulston.com> wrote:

Numbers 4 and 5 are a little harder to draft up. They are very subjective.
I'll talk to the client.

Sent from my iPhone

On May 1, 2019, at 7:23 AM, LeMaster, William
<William.LeMaster@nrlb.gov> wrote:

It's difficult reaching the CP at times due to (b) (6), (b) (7)(C) schedule at (b) (6), (b) (7)(C). Here are (b) (6), (b) (7)(C) terms for a pre-determination withdrawal:

1. Continued cooperation with (b) (6), (b) (7)(C) scheduled hours in relationship to (b) (6), (b) (7)(C)
2. A posting in the store acknowledging employees' rights to engage in protected, concerted activities related to employees' terms and conditions of employment.
3. Backpay to (b) (6), (b) (7)(C) in the amount of (b) (6), (b) (7)(C).
4. The Company agrees to stop arbitrary retaliation against workers who are not management favorites. End favoritism.
5. All workers get reviews on time regardless of the situation with the GM.

I am in and around all day. Know that I won't be able to reach (b) (6), (b) (7)(C) again today until (b) (6), (b) (7)(C).

Thanks,
Bill

From: Berner, Don <dberner@foulston.com>
Sent: Tuesday, April 30, 2019 4:12 PM
To: LeMaster, William <William.LeMaster@nrlb.gov>
Subject: Re: Bell's Management Co. Inc. 14-CA-238775

Ok. Is there some proposal (b) (6) is making? What does (b) (6) want?

Sent from my iPhone

On Apr 30, 2019, at 4:02 PM, LeMaster, William
<William.LeMaster@nrlb.gov> wrote:

Don –

I wasn't able to get an answer from the charging party until just now and (b) (6) has declined the proposal I suggested. I will contact you tomorrow to figure out a timeline for moving forward.

Bill

From: Berner, Don <dberner@foulston.com>
Sent: Monday, April 29, 2019 10:11 AM
To: LeMaster, William
<William.LeMaster@nlrb.gov>
Subject: RE: Bell's Management Co. Inc. 14-CA-238775

I have been holding up waiting to hear back from you. What kind of feedback are you getting?

From: LeMaster, William
<William.LeMaster@nlrb.gov>
Sent: Friday, April 26, 2019 7:41 AM
To: Berner, Don <dberner@foulston.com>
Subject: RE: Bell's Management Co. Inc. 14-CA-238775

Don – I have a call in with the charging party. I'll let you know once I've heard from (b) (6), (b) (6) Bill

From: Berner, Don <dberner@foulston.com>
Sent: Thursday, April 25, 2019 2:26 PM
To: LeMaster, William
<William.LeMaster@nlrb.gov>
Subject: RE: Bell's Management Co. Inc. 14-CA-238775

Give me a call. 316-291-9738 office or cell 316-210-8508. Feel free to use the cell number in case I walk away from my desk.

From: LeMaster, William
<William.LeMaster@nlrb.gov>
Sent: Wednesday, April 24, 2019 6:15 PM
To: Berner, Don <dberner@foulston.com>

Subject: RE: Bell's Management Co. Inc. 14-CA-238775

Don –

Sorry for the delay. My list for affidavits is

(b) (6), (b) (7)(C)

My understanding is

(b) (6), (b) (7)(C) no longer works for the company. If so, please provide (b) (6) contact information along with any other manager listed above if they no longer work for the Employer.

I'll give you a call tomorrow to discuss.

Thanks,

Bill

From: LeMaster, William
Sent: Tuesday, April 23, 2019 4:16 PM
To: Berner, Don <dberner@foulston.com>
Subject: RE: Bell's Management Co. Inc. 14-CA-238775

Don – I'll give you a shout tomorrow. Bill

From: LeMaster, William
Sent: Thursday, April 18, 2019 4:38 PM
To: 'Berner, Don' <dberner@foulston.com>
Subject: Bell's Management Co. Inc. 14-CA-238775

Don –

The amended charge is attached. I'll be in touch regarding affidavits.

Thanks,

Bill

<image001.png>

William F. LeMaster
Field Attorney
National Labor Relations Board
Subregion 17
8600 Farley Street
Suite 100
Overland Park, Kansas 66212
D: (913)275-6524
F: (913)967-3010

From: [Berner, Don](#)
To: [LeMaster, William](#)
Subject: Agreement
Date: Thursday, May 9, 2019 2:17:39 PM
Attachments: [2019-05-08 \[REDACTED\] Settlement Agreement.doc](#)

Take a look and see if this gets it done. I kept it pretty simple.

Donald D. Berner
Foulston Siefkin LLP
1551 N. Waterfront Parkway, Suite 100
Wichita, KS 67206-4466
Direct Dial: (316) 291-9738
Fax: (866) 346-1941

RELEASE AND SETTLEMENT AGREEMENT

THIS AGREEMENT, dated this ____ day of May, 2019, is a contract between: (b) (6), (b) (7)(C) (hereinafter "you"), and BELL'S MANAGEMENT COMPANY, INC. and its present and former agents, successors, assigns, employees, officers, directors, stockholders, representatives, divisions, subsidiaries, parents, affiliated companies, attorneys, and insurers (hereinafter collectively referred to as "BMCI"). The purpose of this Agreement is to resolve all disputes and differences which now exist between the parties with respect to matters arising out of your employment with BMCI, including but not limited to those matters referenced in charges filed before the National Labor Relations Board bearing Charge Number 14-CA-238775 (hereinafter referred to as "Charge").

In signing this Agreement, you intend to bind yourself and anyone who may either now or in the future have an interest in your claim against BMCI. This could include your estate, your heirs, your executors, and/or anyone else who somehow acquires an interest in your claim. You do not intend to reserve any claim or part of a claim for either yourself or others.

You have requested and BMCI has agreed to pay you upon execution of this Agreement a payment of (b) (6), (b) (7)(C) (less all lawful taxes and deductions). Furthermore, BMCI will:

- Work with You to address Your schedule needs so that Your hours with BMCI will not interfere with (b) (6), (b) (7)(C). In doing so, you agree to provide BMCI with (b) (6), (b) (7)(C) as well as notify BMCI should a schedule conflict occur to allow BMCI to address such conflict in a timely fashion.
- Ensure Your review will be conducted in the time frame set forth by BMCI's policies and practices with respect to employee reviews.
- Post a notice of employee rights under the National Labor Relations Act in Your store for 10 days following the execution of this Agreement.

The actions described above are being made in consideration of the relinquishments of claims and rights described below and for the undertakings of the covenants hereinafter described:

1. Full and Complete Release and Waiver.

You understand that BMCI has requested and you have agreed that you release and relinquish all claims, obligations and disputes of any nature that you have concerning your employment at BMCI, including, but not limited to, any claim for consequences flowing therefrom and any claim for attorneys fees, costs, or expenses which you might now have or under any circumstances could or might have had against BMCI as of the date of this Agreement arising out of or in any manner pertaining to any and all losses, injuries, costs, fees, damages (whether actual, non-pecuniary, punitive, liquidated, statutory, or other), penalties, benefits, commissions (regardless of the date of any triggering event or when due or to be paid), wages (whether back pay, front pay, or other), or expenses whatsoever resulting from, relating to, or in any way growing out of or arising from the subject matter of the charge or your employment or termination from employment with BMCI, whether or not said rights have been or could have been reduced to written claims, complaints, or charges filed with any court, tribunal, or administrative agency. This release is

intended to include, but is not limited to, claims of wrongful discharge or those arising under any purported contract and/or commission plan or program, written or oral, express or implied, under the Fair Labor Standards Act, any state overtime or wage payment laws, or under federal, state and local laws prohibiting employment discrimination on account of age, race, sex, creed, national origin, or mental or physical disability, including but not limited to The National Labor Relations Act (NLRA), Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act (ADA), as amended, along with any and all state and/or local laws prohibiting discrimination, as amended, and any violation of a common law right or tort, including but not limited to, defamation, negligent supervision or training and retention, intentional or negligent infliction of emotional distress, workers compensation retaliation or other retaliation, outrage, tortious interference with contract, and loss of consortium.

2. Withdrawal of Complaints

In further exchange for the consideration set forth in this Agreement, you agree that you will request the closure of any pending charges, including but not limited to the charge filed by you or on your behalf against BMCI whether said charges are filed with the NLRB, or any other charge filed with any other administrative, municipal, state or federal agency, commission or body.

You further expressly authorize and agree to the complete and final closure of any and all NLRB charges, including but not limited to the charges and any other federal, state, county or municipal charges filed by you which are currently pending against BMCI. In addition, you agree to promptly sign all appropriate forms, requests, affidavits, orders, consents, pleadings or other documents which either the NLRB, or any other administrative, federal or state agency requires in order for the charges or any other pending discrimination charges against BMCI be withdrawn or closed.

Finally, you agree to release, waive, relinquish and forego all legal relief, equitable relief, statutory relief, reinstatement, back pay, front pay and any other damages, benefits, remedies, or relief that you may be entitled to as a result of any further prosecution of any charge, including but not limited to any charge or complaint against BMCI referred to in this Agreement, and further agree to release, waive, relinquish and forego all legal relief, equitable relief, statutory relief, reinstatement, back pay, front pay and any other damages, benefits, remedies or relief that you could receive from actions or suits filed or charges instituted or pursued by any agency or commission based upon or arising out of the matters which are released and waived by this Agreement.

In entering into this Agreement you specifically understand that you are releasing all claims against BMCI for anything that has occurred prior to this date, whether or not it was included in the charge, *even if these claims or your damages from such claims are not obvious to you or are not anticipated by you at this moment.*

3. No Admission of Wrongdoing

You understand and agree that BMCI denies the allegations you have made against it and denies any wrongdoing, and that you are not to be considered a prevailing party for any purpose. You further understand that BMCI is entering this agreement to avoid the expenses, burden, and uncertainties associated with the content of your claims against it.

4. Representation

By signing this Agreement, you represent that you have read the Agreement. You are representing to BMCI that you are signing this contract voluntarily and as a result of your own independent judgment. You are not relying on any statement or representation made by BMCI or its agents, employees, or attorneys. You also agree that you have had sufficient time to think about signing this contract and have decided to do so. *You have been given the opportunity to clarify or change any terms of this contract and have chosen not to do so.*

5. Entire Agreement

You understand that this document contains the *entire agreement* between you and BMCI and that there are no other prior promises, inducements, agreements, or understandings, oral or written, between the parties hereto with respect to the subject matter hereof. Any statement about your settlement made by any person will not be enforced if it is not set out in these documents.

I have read the foregoing Release and Settlement Agreement. I understand it and have been given the opportunity to ask questions about it. No one has pressured me or threatened me. I have given the matter adequate thought. After sufficient time to consider it, I want to enter into this Settlement Agreement.

(b) (6), (b) (7)(C)

BELL'S MANAGEMENT COMPANY, INC.

By and on behalf of BMCI

RELEASE AND SETTLEMENT AGREEMENT

THIS AGREEMENT, dated this 21st day of May, 2019, is a contract between: (b) (6), (b) (7)(C) (hereinafter "you"), and BELL'S MANAGEMENT COMPANY, INC. and its present and former agents, successors, assigns, employees, officers, directors, stockholders, representatives, divisions, subsidiaries, parents, affiliated companies, attorneys, and insurers (hereinafter collectively referred to as "BMCI"). The purpose of this Agreement is to resolve all disputes and differences which now exist between the parties with respect to matters arising out of your employment with BMCI, including but not limited to those matters referenced in charges filed before the National Labor Relations Board bearing Charge Number 14-CA-238775 (hereinafter referred to as "Charge").

In signing this Agreement, you intend to bind yourself and anyone who may either now or in the future have an interest in your claim against BMCI. This could include your estate, your heirs, your executors, and/or anyone else who somehow acquires an interest in your claim. You do not intend to reserve any claim or part of a claim for either yourself or others.

You have requested and BMCI has agreed to pay you upon execution of this Agreement a payment of \$328.00 (less all lawful taxes and deductions). Furthermore, BMCI will:

- Work with You to address Your schedule needs so that Your hours with BMCI will not interfere with (b) (6), (b) (7)(C). In doing so, you agree to provide BMCI with (b) (6), (b) (7)(C) as well as notify BMCI should a schedule conflict occur to allow BMCI to address such conflict in a timely fashion.
- Ensure Your review will be conducted in the time frame set forth by BMCI's policies and practices with respect to employee reviews.
- Post a notice of employee rights under the National Labor Relations Act in Your store for 10 days following the execution of this Agreement.

The actions described above are being made in consideration of the relinquishments of claims and rights described below and for the undertakings of the covenants hereinafter described:

1. Full and Complete Release and Waiver.

You understand that BMCI has requested and you have agreed that you release and relinquish all claims, obligations and disputes of any nature that you have concerning your employment at BMCI, including, but not limited to, any claim for consequences flowing therefrom and any claim for attorneys fees, costs, or expenses which you might now have or under any circumstances could or might have had against BMCI as of the date of this Agreement arising out of or in any manner pertaining to any and all losses, injuries, costs, fees, damages (whether actual, non-pecuniary, punitive, liquidated, statutory, or other), penalties, benefits, commissions (regardless of the date of any triggering event or when due or to be paid), wages (whether back pay, front pay, or other), or expenses whatsoever resulting from, relating to, or in any way growing out of or arising from the subject matter of the charge or your employment or termination from employment with BMCI, whether or not said rights have been or could have been reduced to written claims, complaints, or

charges filed with any court, tribunal, or administrative agency. This release is intended to include, but is not limited to, claims of wrongful discharge or those arising under any purported contract and/or commission plan or program, written or oral, express or implied, under the Fair Labor Standards Act, any state overtime or wage payment laws, or under federal, state and local laws prohibiting employment discrimination on account of age, race, sex, creed, national origin, or mental or physical disability, including but not limited to The National Labor Relations Act (NLRA), Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act (ADA), as amended, along with any and all state and/or local laws prohibiting discrimination, as amended, and any violation of a common law right or tort, including but not limited to, defamation, negligent supervision or training and retention, intentional or negligent infliction of emotional distress, workers compensation retaliation or other retaliation, outrage, tortious interference with contract, and loss of consortium.

2. Withdrawal of Complaints

In further exchange for the consideration set forth in this Agreement, you agree that you will request the closure of any pending charges, including but not limited to the charge filed by you or on your behalf against BMCI whether said charges are filed with the NLRB, or any other charge filed with any other administrative, municipal, state or federal agency, commission or body.

You further expressly authorize and agree to the complete and final closure of any and all NLRB charges, including but not limited to the charges and any other federal, state, county or municipal charges filed by you which are currently pending against BMCI. In addition, you agree to promptly sign all appropriate forms, requests, affidavits, orders, consents, pleadings or other documents which either the NLRB, or any other administrative, federal or state agency requires in order for the charges or any other pending discrimination charges against BMCI be withdrawn or closed.

Finally, you agree to release, waive, relinquish and forego all legal relief, equitable relief, statutory relief, reinstatement, back pay, front pay and any other damages, benefits, remedies, or relief that you may be entitled to as a result of any further prosecution of any charge, including but not limited to any charge or complaint against BMCI referred to in this Agreement, and further agree to release, waive, relinquish and forego all legal relief, equitable relief, statutory relief, reinstatement, back pay, front pay and any other damages, benefits, remedies or relief that you could receive from actions or suits filed or charges instituted or pursued by any agency or commission based upon or arising out of the matters which are released and waived by this Agreement.

In entering into this Agreement you specifically understand that you are releasing all claims against BMCI for anything that has occurred prior to this date, whether or not it was included in the charge, *even if these claims or your damages from such claims are not obvious to you or are not anticipated by you at this moment.*

3. No Admission of Wrongdoing

You understand and agree that BMCI denies the allegations you have made against it and denies any wrongdoing, and that you are not to be considered a prevailing party for any purpose. You further understand that BMCI is entering this agreement to avoid the expenses, burden, and uncertainties associated with the content of your claims against it.

(b) (6), (b) (7)(C)

4. Representation

By signing this Agreement, you represent that you have read the Agreement. You are representing to BMCI that you are signing this contract voluntarily and as a result of your own independent judgment. You are not relying on any statement or representation made by BMCI or its agents, employees, or attorneys. You also agree that you have had sufficient time to think about signing this contract and have decided to do so. *You have been given the opportunity to clarify or change any terms of this contract and have chosen not to do so.*

5. Entire Agreement

You understand that this document contains the *entire agreement* between you and BMCI and that there are no other prior promises, inducements, agreements, or understandings, oral or written, between the parties hereto with respect to the subject matter hereof. Any statement about your settlement made by any person will not be enforced if it is not set out in these documents.

I have read the foregoing Release and Settlement Agreement. I understand it and have been given the opportunity to ask questions about it. No one has pressured me or threatened me. I have given the matter adequate thought. After sufficient time to consider it, I want to enter into this Settlement Agreement.

(b) (6), (b) (7)(C)

5-21-19

BELL'S MANAGEMENT COMPANY, INC.

(b) (6), (b) (7)(C)

5/22/19



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

SUBREGION 17
8600 Farley St Ste 100
Overland Park, KS 66212-4677

Agency Website: www.nlr.gov
Telephone: (913)967-3000
Fax: (913)967-3010

May 24, 2019

Donald D. Berner, Attorney
Foulston Siefkin LLP
1551 N Waterfront Parkway
Ste 100
Wichita, KS 67206-6605

Re: Bell's Management Co., Inc.
Case 14-CA-238775

Dear Mr. Berner:

This is to advise you that I have approved the withdrawal of the charge in the above matter.

Very truly yours,

LEONARD J. PEREZ
Regional Director

By: /s/ *Mary G. Taves*

MARY G. TAVES
Officer in Charge

LJP:tml

cc: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Bell's Management Co., Inc.
4824 NW Gateway Avenue, Suite 100
PO Box 9166
Riverside, MO 64168

From: (b) (6), (b) (7)(C)
To: [LeMaster, William](#)
Subject: Re: Withdrawal of NLRB Case 14-CA-238775 Bell's Management Co., Inc.
Date: Saturday, May 25, 2019 8:11:19 AM
Attachments: [image001.png](#)

Yes. I will confirm, and agree to the stated agreement reach by Bell's management and myself.

On Thu, May 23, 2019, 7:52 AM LeMaster, William <William.LeMaster@nlrb.gov> wrote:

(b)
(6) —

I have attached a fully executed non-Board settlement agreement signed by you and a representative for Bell's Management Co., Inc. Please reply to this email confirming you request withdrawal of the charge at this time.

Thank you,

Bill



William F. LeMaster

Field Attorney

National Labor Relations Board

Subregion 17

8600 Farley Street

Suite 100

Overland Park, Kansas 66212

D: (913)275-6524

F: (913)967-3010

Case Name: McDonalds
Case No.: 14-CA-238775
Agent: LEMASTER

CASEHANDLING LOG

Date	Person Contacted	Method of Contact	Description of Contact or Activity
4/2/19	(b) (6), (b) (7)(C) (CP)	Phone	PC to CP. Discussed the case. (b) (5), (b) (6), (b) (7)(C) [REDACTED]
4/4/19	(b) (6), (b) (7)(C)	Phone	PC from (b) (6), (b) (7)(C) confirmed that the franchise owners are (b) (6), (b) (7)(C)
4/4/19	Justin Martin, Jones Day Attorney (McDonald's corporate)	Phone	PC from Martin. He asked for a copy of the charge. I emailed it to him.

Date	Person Contacted	Method of Contact	Description of Contact or Activity
4/9/19	(b) (6), (b) (7)(C)	Phone	<p>PC to the store. Took a while but finally talked to a (b) (6), (b) (7)(C) who gave me the number to Bell's Management. (b) (6), (b) (7)(C) recommended I ask for (b) (6), (b) (7)(C) as (b) (6), (b) (7)(C) understood (b) (6), (b) (7)(C) to be the owner and (b) (6), (b) (7)(C) is (b) (6), (b) (7)(C).</p> <p>I called the number and left a voicemail through the automated system for (b) (6), (b) (7)(C). Left my direct dial.</p>
4/12/19	(b) (6), (b) (7)(C)	Phone	<p>PC from (b) (6), (b) (7)(C). The exhibits (b) (6), (b) (7)(C) wants me to have are stuck in (b) (6), (b) (7)(C) email outbox. (b) (6), (b) (7)(C) will have to give them to me in person. We will meet on (b) (6), (b) (7)(C) 19, as that is (b) (6), (b) (7)(C) does not work.</p> <p>(b) (6), (b) (7)(C) advised that no one has mentioned the charge to (b) (6), (b) (7)(C). I told (b) (6), (b) (7)(C) I talked to (b) (6), (b) (7)(C) who referred me to (b) (6), (b) (7)(C).</p>
4/12/19	(b) (6), (b) (7)(C)	Phone	<p>LM for (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C) voicemail and with the operator.</p>
4/12/19	(b) (6), (b) (7)(C)	Phone	<p>PC from (b) (6), (b) (7)(C) will be my contact. (b) (6), (b) (7)(C)</p> <p>I walked (b) (6), (b) (7)(C) through everything and detailed the allegations. (b) (5), (b) (6), (b) (7)(C)</p> <p>(b) (6), (b) (7)(C)</p> <p>I told (b) (6), (b) (7)(C) I will have an amended charge later next week but will forward an RFE to (b) (6), (b) (7)(C) on Monday.</p>
4/17/19	(b) (6), (b) (7)(C)	Phone	<p>PC to (b) (6), (b) (7)(C). Confirmed (b) (6), (b) (7)(C) received my email. Confirmed (b) (6), (b) (7)(C) does not have any questions at this time.</p>
4/18/19	Don Berner, ER Atty	Phone	<p>PC from Don. He represents the ER. Extended deadline for RFE to 5/1/19. (b) (5)</p> <p>(b) (6), (b) (7)(C)</p> <p>(b) (6), (b) (7)(C) will get him in the system and</p>

Date	Person Contacted	Method of Contact	Description of Contact or Activity
			send him a copy of the amended charge filed on this date. He has a copy of the RFE.
4/23/19	(b) (6), (b) (7)(C)	Phone	PC to (b) (6), (b) (7)(C) was on (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C) way into work. We discussed (b) (5), (b) (6), (b) (7)(C) [REDACTED]
4/24/19	(b) (6), (b) (7)(C)	Phone	PC to (b) (6), (b) (7)(C) at (b) (6), (b) (7)(C) had not called me. When (b) (6), (b) (7)(C) went home after (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) went to sleep b/c (b) (6), (b) (7)(C) was falling asleep (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) just woke up 30 minutes ago and (b) (6), (b) (7)(C) waiting on a call with names of employees and contact info. (b) (5), (b) (6), (b) (7)(C) [REDACTED]
4/25/19	Berner	Phone	PC from Berner. We discussed possibilities here including a NBS. Berner talked to (b) (6), (b) (7)(C) client and they are open to it.
4/30/19	(b) (6), (b) (7)(C)	Phone	After (b) (6), (b) (7)(C) of trying to reach (b) (6), (b) (7)(C) we talked on (b) (6), (b) (7)(C). We talked on (b) (5), (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) declined the ER's proposal to simply work with (b) (6), (b) (7)(C) on (b) (5), (b) (6), (b) (7)(C). I asked that (b) (6), (b) (7)(C) give me terms to approach the company with and (b) (6), (b) (7)(C) did that via email on May 1. After reading them, I called and we talked on May 1. I told (b) (5), (b) (6), (b) (7)(C) [REDACTED]

Date	Person Contacted	Method of Contact	Description of Contact or Activity
			(b) (5), (b) (6), (b) (7)(C) [REDACTED] [REDACTED] forwarded [REDACTED] proposal to Don Berner and the ER subsequently agreed to [REDACTED] terms.
5/19/19	(b) (6), (b) (7)(C)	Phone	PC to (b) (6), (b) (7)(C) after the ER provided a proposed NBS for (b) (6), (b) (7)(C) review and execution. I (b) (5) [REDACTED] I talked to (b) (5), (b) (6), (b) (7)(C) [REDACTED] [REDACTED] will electronically sign and return later tonight or tomorrow.
5/21/19	(b) (6), (b) (7)(C)	In person	I went to (b) (6), (b) (7)(C) b/c (b) (6), (b) (7)(C) electronic signature did not come through clearly. I went through the terms with (b) (6), (b) (7)(C) again, reading them to (b) (6), (b) (7)(C) and explaining (b) (6), (b) (7)(C) was not prohibited from bringing claims for events that took place following (b) (6), (b) (7)(C) execution (b) (5), (b) (6), (b) (7)(C) [REDACTED]

Taves, Mary G.

From: (b) (6), (b) (7)(C)
Sent: Saturday, May 25, 2019 7:11 AM
To: LeMaster, William
Subject: Re: Withdrawal of NLRB Case 14-CA-238775 Bell's Management Co., Inc.
Attachments: image001.png

Yes. I will confirm, and agree to the stated agreement reach by Bell's management and myself.

On Thu, May 23, 2019, 7:52 AM LeMaster, William <William.LeMaster@nrlrb.gov> wrote:

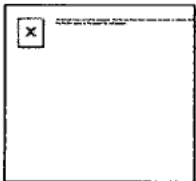
(b) (6), (b) (7)(C) —

I have attached a fully executed non-Board settlement agreement signed by you and a representative for Bell's Management Co., Inc. Please reply to this email confirming you request withdrawal of the charge at this time.

Thank you,

Bill

APPROVED: 5/28/19
(DATE)
Leonard J. Forez
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD *MLJ*



William F. LeMaster

Field Attorney

National Labor Relations Board

Subregion 17

8600 Farley Street

Suite 100

Overland Park, Kansas 66212

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